

SERIAL 10031-RFP EMERGENCY SHELTER SERVICES
Contract - Catholic Charities Comm. Services

DATE OF LAST REVISION: July 22, 2010

CONTRACT END DATE: June 30, 2011

CONTRACT PERIOD THROUGH June 30, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EMERGENCY SHELTER SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

JM/df
Attach

Copy to: Materials Management
 Frances Delgado, Human Services



CONTRACT PURSUANT TO RFP

EMERGENCY SHELTER SERVICES

SERIAL 10031-RFP

This Contract is entered into this **22nd** day of **July, 2010** by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Catholic Charities Community Services**, ("Contractor") for the provision of an Emergency Shelter Program.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 22nd day of July, 2010 and ending the 30th day of June, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 On or before the tenth (10th) working day of the month following a month of service delivery, upon receipt of a proper invoice from Contractor for services provided and as consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:
 - 2.3.1 The Contractor shall submit a legible detailed invoice before payment(s) can be made. MCHSD Community Services Division will provide the invoice document for completion by Contractor.

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.3.5 Should the County make a disallowance in the invoice; the invoice shall be processed for the reduced amount. If the Contractor disputes the amount or the reasons for a disallowance, the dispute shall be construed as a contract dispute concerning a question of fact within the meaning of the 'Disputes' clause of this Contract.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.0 The Contractor shall perform all duties stated in Exhibit "B" Scope of Work, or as otherwise directed in writing by the Procurement Officer.
- 4.1 Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall immediately notify the Procurement Officer in writing.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the

negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

5.2.8 The policies required hereunder, except Workers' Compensation, and shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents,

representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE, THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT SHALL RESULT IN TERMINATION OF THIS CONTRACT.

5.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 CONTRACT COMPLIANCE MONITORING:

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

5.4 DRUG-FREE WORKPLACE ACT:

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they shall provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

5.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Materials Management Department
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Catholic Charities Community Services
4747 N. 7th Avenue
Phoenix, AZ 85013

5.7 REQUIREMENTS CONTRACT:

5.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases shall be made (minimum or maximum). Orders shall only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County shallot reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.7.3 Purchase orders shall be cancelled in writing.

5.8 **TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.9 **TERMINATION FOR DEFAULT:**

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.10 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor shall be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions shall be negotiated between the Contractor and the County.

5.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.16 RETENTION OF RECORDS:

5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

5.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.18 ALTERNATIVE DISPUTE RESOLUTION:

5.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party shall designate an arbitrator and those two arbitrators shall agree on a third arbitrator. The three arbitrators shall then serve as a panel to consider the arbitration. The parties shall be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure shall be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.18.1.1 Render a decision;

5.18.1.2 Notify the parties that the exhibits are available for retrieval; and

5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action shall make the award or other final disposition of the arbitrator(s) a nullity.

5.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, (Pub. L. No. 99-603) ("IRCA") as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.24 CONTRACTOR LICENSE REQUIREMENT:

5.24.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

5.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 5.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 5.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 5.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.25.1.5 shall immediately notify the Department if, at any time during the term of this Contract, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Contract.
- 5.25.1.6 shall not enter into a subcontract or sub-recipient Contract with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Contract.
- 5.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 5.26 **CHANGES:**
 - 5.26.1 The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - 5.26.1.1 Description of services to be performed;
 - 5.26.1.2 Time of performance (i.e., hours of the day, days of the week, etc.); and
 - 5.26.1.3 Place of performance of the services.
 - 5.26.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.

- 5.26.3 The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- 5.26.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- 5.26.5 Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
- 5.26.6 The Contractor shall notify the MCHSD CSD Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:
 - 5.26.6.1 Contractor staff funded through this Contract;
 - 5.26.6.2 Contractor-authorized signatory;
 - 5.26.6.3 Contractor address, phone, fax, email addresses; or
 - 5.26.6.4 Contractor's contact person to who contract notices should be sent.

5.27 COMPUTER HARDWARE/SOFTWARE:

The Contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between County and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, Contractor shall submit an inventory of all County provided hardware and/or software to the MCHSD Community Services Division Assistant Director.

5.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

5.29 OFFICIALS NOT TO BENEFIT:

No member of the Department, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit

5.30 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 5.30.1 The Contractor shall, during the term of this Contract, immediately inform the MCHSD Community Services Assistant Director in writing of the award of any other contract or grant including any other contract or grant awarded by the Department where the award of such contract or grant may affect either the direct or indirect costs being paid / reimbursed under this Contract. Failure by the Contractor to notify the

Department of such award shall be considered a violation of the Contract and the Department shall have the right to annul this Contract without liability.

5.30.2 The MCHSD Community Services Assistant Director may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the MCHSD Community Services Assistant Director the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.

5.30.3 If the MCHSD Community Services Assistant Director determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the MCHSD Community Services Assistant Director shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

5.31 EQUAL EMPLOYMENT OPPORTUNITY:

5.31.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

5.31.2 The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336), and as may be amended. The Contractor shall comply with the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

5.32 FINANCIAL MANAGEMENT:

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the Department in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

5.33 GRIEVANCE PROCEDURE:

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

5.34 INDEPENDENT AUDITOR FINANCIAL REPORT:

A copy of the Contractor's Annual Independent Auditor's Report for the term of the Contract must be submitted to the Department when it becomes available.

5.35 LOBBYING:

5.35.1 The Contractor certifies to the best of their knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.35.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.35.3 The Contractor shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.35.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.36 MINIMUM WAGE REQUIREMENTS:

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

5.37 OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. The provision applies to work performed by subcontractors at all tiers.

5.38 POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property or services contributed by the Department or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

5.39 RECOGNITION OF DEPARTMENT SUPPORT:

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

5.40 RELIGIOUS ACTIVITY COSTS:

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

5.41 SAFEGUARDING OF PARTICIPANT/CLIENT INFORMATION:

The use of disclosure by any party of any information concerning an applicant for, or recipient of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

5.42 SINGLE AUDIT ACT REQUIREMENTS:

Contractors in receipt of Federal funds through the Department are subject to Federal audit requirements according to P.L. 98-502, "The Single Audit Act". The Contractor shall comply with OMB A-133 by contracting for A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to the other party Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the nine (9) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. Contractor shall consider sanctions as described in section 17 OMB A-128 for non compliance with the audit requirements.

5.43 TECHNICAL ASSISTANCE:

The Department shall provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

5.44 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse The Department for the services not supported and documented.

5.45 ALLOCATION OF FUNDING:

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

5.46 PURPOSE:

Contractors shall perform the work and provide the services as defined in the work statement narratives. Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall notify the MCHSD Community Services Division Assistant Director as defined in the General Provisions Termination Clauses in writing.

5.47 EFFECT:

To the extent that the Special Provisions are in conflict with the General Provisions, the special Provisions shall control. To the extent that the Work Statement(s) and the Special or General provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

5.48 CHANGES ORIGINATED BY THE DEPARTMENT:

The MCHSD Community Services Division Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

5.48.1 Specific program rules, regulations, application procedures.

5.48.2 Minor work statement revisions.

5.48.3 Administrative requirements such as reporting criteria.

These changes shall be communicated in writing to agency directors through written memorandums.

5.48.4 Budget Adjustments.

If changes do not result in an increase or reduction of the total contract budget amount, changes shall take place with budget change order sheets executed, approved and signed by both the MCHSD Community Services Division Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total contract budget shall require a formal contract amendment.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the dispute clause of the contract General Provisions and shall be adjusted accordingly.

5.49 CONTRACTOR CHANGES:

The Contractor is required to notify the MCHSD Community Services Division Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- agency staff funded with this contract
- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom contract notices should be sent

5.50 DEPARTMENT DETERMINATIONS:

The Department reserves the right to increase or decrease contractor's budget or scope of work for any and all work statement based on over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff.

5.51 RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS:

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/Community Services Division Assistant Director.

5.52 REPORTING REQUIREMENTS:

Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th working day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th working day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

No later than the designated date, to be determined by the Department, following the termination of this contract, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

5.52.1 Required reports include, but are not limited to:

- a) Invoice/Statement of Expenditure Monthly Report form.
- b) Emergency Shelter Monthly Grant Demographic Report form.
- c) Other reports/forms that may be required by HUD or Maricopa County Human Services Department.

**MCHS will provide these documents/reporting statements to contractors.
MCHS will also provide technical assistance upon request.**

5.52.2 Submit Reports to:

Community Services Division Contract Administrator
Maricopa County Human Services Department
234 N. Central Ave., Suite 3000
Phoenix, AZ 85004

5.53 CODE OF CONDUCT:

The Contractor shall avoid any action that might create or result in the appearance of:

5.53.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract.

5.53.2 Acted on behalf of the County without appropriate authorization.

- 5.53.3 Provided favorable or unfavorable treatment to anyone.
- 5.53.4 Made a decision on behalf of the County that exceeded its authority, could result in impartiality, or have a political consequence for the County.
- 5.53.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of The Department.
- 5.53.6 Loss of impartiality when advising The Department.

5.54 LEVEL OF SERVICES:

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

The Department makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from there sources when such need is determined necessary by the Department.

Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

5.55 PAYMENT RECOUPMENT:

- 5.55.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - 5.55.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.
 - 5.55.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.
 - 5.55.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
 - 5.55.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
 - 5.55.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these Special Provisions.
 - 5.55.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.

5.55.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception.

5.55.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.

5.55.1.9 Any payments made for services rendered before the contract begin date or after the contract termination date.

5.56 PERSONNEL:

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

5.57 UNALLOWABLE COSTS:

5.57.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein shall not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

5.57.1.1 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

5.57.1.2 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

5.58 SUBSTANTIAL INTEREST DISCLOSURE:

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

5.59 COPYRIGHTS:

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

5.60 PATENTS:

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

5.61 NONDISCRIMINATION:

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

5.62 COMPETITIVE BID REQUIREMENTS:

5.62.1 If this Agreement is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

5.62.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations. The Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

5.62.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Department Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

5.63 SUPPLIES:

If this Agreement is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Contractor obtains the MCHSD Community Services Assistant Director prior written approval to purchase supplies by an alternate method.

5.64 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES:

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and shall be specified in the Special Provisions Section of this Agreement.

5.65 PROPERTY:

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the MCHSD Community Services Assistant Director.

5.66 EMPLOYMENT DISCLAIMER:

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

5.67 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.67.1 Exhibit A, Itemized Service Budget

5.67.2 Exhibit B, Scope of Services- Emergency Shelter Services

5.67.3 Exhibit C, Location Chart

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

8/6/10
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

Aug 5 2010
DATE

EXHIBIT A

ITEMIZED SERVICE BUDGET

Contract Operating Budget - MCHSD July 1, 2010 to June 30, 2011

CATHOLIC CHARITIES COMMUNITY SERVICES

Service: Emergency Shelter Grant

Revenue Sources	Revenues provided by MCHSD	Total Revenues
Emergency Shelter Grant (Operational Services)	27,000.00	27,000.00
TOTAL REVENUES	27,000.00	27,000.00

Budget Categories	Expenses to be Charged to MCHSD	Total Expenses
OPERATIONAL SERVICES		0.00
Operating Services	27,000.00	27,000.00
TOTAL EXPENSES	27,000.00	27,000.00

Note: Match shall be \$27,000.00 supplied by Catholic Charities Community Services

EXHIBIT B

SCOPE OF SERVICES

EMERGENCY SHELTER SERVICES

1.0 SCOPE OF SERVICES:

- 1.1 The Contractor offers four apartments in El Mirage used for emergency shelter. The purpose of the program is to temporarily provide shelter and intensive case management to homeless families. We offer services to single- and two-parent families. The goal of the emergency shelter program is to increase self-sufficiency, teach problem solving skills, and stabilize their situation. Case Managers help families identify their needs and develop their goals. Other services offered include assistance obtaining employment, financial education, and additional life skills training including: health and nutrition, coping and resiliency, and parenting.
- 1.2 The Contractor offers an array of programs to address six mission-driven causes: reducing homelessness, reducing poverty, helping abused women and their children, helping sex-trafficked women, welcoming and assisting refugees, and promoting healthy youth. The agency also owns four scattered-site transitional housing units for families in the West Valley, leases 17 units of permanent supportive housing for families owns a twelve-unit apartment building for transitional housing for families and individuals in Cottonwood, owns a transitional housing duplex in Prescott and leases six emergency shelter units in Prescott and Cottonwood. The agency recently received approval of its application to Maricopa County's Neighborhood Stabilization Program to purchase five units of scattered-site permanent supportive housing for larger refugee and homeless families.
- 1.3 The following quote from the ESG desk guide published by HUD states:
"ESG funds can be used by grantees or their recipients for a new service or a quantifiable increase in the level of service above that provided during the immediately previous 12-month period. This provision in the legislation prohibits using ESG funds to replace existing government or non-profit funding of services. However, once a new or increased level of service meets the above standards, than ESG funds may be used to continue funding that service in subsequent years."Based on these guidelines, Catholic Charities should qualify for ESG funds to continue the level of services currently provided.

Families entering the emergency shelter have presented more issues such as domestic violence, substance abuse and difficulty finding employment, the Case Management services shall be increased and intensified as necessary to assist families to better cope with and overcome these barriers to greater self-sufficiency.
- 1.4 The primary source of match is State income from the Department of Economic Security, \$38,748 during FY 2010. The Contractor anticipates a slight reduction in FY 2011 to \$38,720.
- 1.5 The El Mirage Emergency Shelter (4 family units) is in current operation. The program has a part-time case manager with supervision provided by the Catholic Charities Director of Housing and Homeless Services. All needed equipment, materials and supplies are determined by the Case Manager and/or the maintenance supervisor (and staff) who are responsible for all Catholic Charities properties (including fourteen Head Start sites) in the West Valley. The budget for the shelter includes funding for these items.
- 1.6 Catholic Charities utilize staff as interpreters when appropriate and seek additional help from the community when necessary. Each client intake, assessment and treatment/service plan takes into consideration the cultural background and social context of the family. Supervision of cases

includes discussion of the most culturally appropriate interventions for each client and referrals to groups or agencies specializing in client culture or background.

- 1.61 Staff are required to take an internal Diversity Training workshop every other year and encouraged to attend Diversity Training workshops available in the local community.
- 1.7 Formal written self-evaluations to determine compliance with Title III of the Americans with Disabilities Act are conducted every four years. The last assessment was scheduled September 18, 2007, and all recommendations have been implemented.
- 1.8 The El Mirage Emergency Shelter is not required to be licensed as a family shelter. It is a leased four unit apartment building (2-bedrooms per unit). Catholic Charities conducts monthly inspections of the units to verify that all safety features and procedures are in place, including emergency evacuation procedures. The facility has the capacity to serve up to 16 persons. Fire extinguishers are provided in each unit and inspected yearly by a professional company. A fire escape ladder is provided in upstairs bedrooms. Emergency exit plans are posted in each unit.

2.0 ADMINISTRATION:

- 2.1 All files are kept at the West Valley Regional Service Center office in the case manager's office. Files are kept in a locked filing cabinet. The case manager keeps the keys to the filing cabinet in a locked box in the same office. Case Managers are trained to never release any confidential information unless there is a release of information form signed. Confidentiality may be compromised if there is suspicion of child abuse or client expresses intent to harm self or others.
- 2.2 Initial requests for services are handled over the phone, in person, through email, or through referral from another community-based, faith-based, or governmental organization. Information about the program is given to prospective residents to determine if they meet minimum eligibility requirements. Once eligibility is determined, a housing intake application is completed. Typically, families are placed on a waiting list and encouraged to seek alternative housing and check back periodically regarding availability. The potential resident is asked to keep in contact with the housing program staff to indicate their continued need for housing and their desire to remain on the waiting list. When a unit becomes available, the applicant is contacted for reassessment. If they are still in need of shelter and still remain appropriate for shelter, they are offered participation in the program. During the move in process, each family receives program information including their rights, responsibilities, and grievance procedure.
- 2.3 As per Catholic Charities Policy 4.2, client records shall be retained in a locked metal cabinet, in the residential facility office, and shall remain locked any time records are not in use. No case record shall be left unsecured overnight or on weekends. Access of client records shall be restricted to Catholic Charities program staff who have a specific need to access client records. Transportation of client records outside of the shelter shall occur only when necessary. File transportation shall be in a locked metal cabinet. Staff shall exercise extreme care and caution when client records must be transported.
Electronic records shall be protected from unauthorized access through the use of password protection and Catholic Charities internet security system. Staff members shall release and discuss client information only as necessary for the provision of mental health services in accordance with Catholic Charities Policy for Release of Confidential Client Information.

3.0 PERSONNEL:

- 3.1 Catholic Charities does not maintain on-site staff as this facility is a leased apartment building. The Case Manager makes regular on-site visits (usually once a week) to the residents to provide Case Management and other services. More frequent visits are made as necessary.

- 3.2 Catholic Charities maintains written job descriptions for all positions in the organization. The job description includes a position summary, duties of the job, job performance requirements (includes qualifications), non-performance requirements (e.g. driving and fingerprint clearance requirements) and pay grade (salary range is included in other documents).
- 3.3 Catholic Charities requires employees of the Housing Programs working with clients to provide a DPS fingerprint clearance card at time of hire or begin the application process immediately upon hire. Fingerprint clearance cards are tracked at the Human Resources Department at the Corporate Office per the policy attached hereto.
- 3.4 Employee Education and Development Program have two main components: Orientation and Training Plan.
- 3.4.1 Orientation is provided at the corporate level by Human Resources staff within the first three months of employment. The orientation program includes the following topics:
- Corporate mission, vision, and values
 - Corporate organizational structure and services
 - Diversity
 - Employee benefits
 - Organizational policies and procedures
 - Performance and quality improvement
 - Personal and professional ethics
 - Teambuilding
- 3.4.2 Regional and Program Orientation is provided by the Division Director and/or immediate supervisor. The following topics are covered in this Orientation program:
- Collaboration with other disciplines, community services, and public assistance
 - Function of the work unit, goals, roles and responsibilities, and reporting relationships
 - Job instructions, schedule, client rights, grievance procedures, security, confidentiality, policies and procedures
 - Legal issues including mandatory reporting, duty to warn, confidentiality, and case record documentation and security
 - Name of position, job description, workplace, equipment, and organizational relationships
 - Service recipient characteristics, including special needs for individuals in crisis, victims of abuse or violence, culturally diverse service recipients, and non-English speakers.
- 3.5 The following training annually or bi-annually for all staff:
- Diversity
 - Ethics
 - Policy overview
 - Quality improvement
 - Sexual misconduct/harassment
 - Workplace safety
- 3.5.1 Supervisory staff are required to complete the following training biannually:
- Americans with Disabilities Act (ADA)
 - EEO and Affirmative Action
 - Employee Relations/Legal Topics
 - Fair Labor Standards Act (FLSA)
 - Family and Medical Leave Act (FMLA)

- Leadership
- Performance appraisals, training plans, employee discipline
- Policy overview
- Preventing Sexual Harassment
- Recruiting and Hiring
- Risk Management

3.5.2 Required Regional and/or Program Training includes annual training for all staff in:

- Client Dignity/Client Rights
- Conflict Management
- Documentation and Protocols
- Mandatory Reporting Requirements and Duty to Warn

3.5.3 Direct Service staff should receive the following training annually:

- Assessment Techniques
- Client rights
- Family Dynamics
- Intervention Techniques

Direct service staff are required to receive bi-annual training on First Aid, CPR, and Blood borne Pathogens.

3.5.4 Direct Service staff receive the following training bi-annually:

- Accountability
- Boundaries
- Compassion Fatigue
- Confidentiality
- Documentation
- Functions of a Case Manager
- Safety

3.5.5 Program specific training requirements for housing staff include:

- Assessment and intervention techniques
- Case advocacy
- Crisis intervention and short term problem solving
- Family Dynamics
- Housing and community resources, including public assistance programs
- Managing medical or psychiatric emergencies
- Methods of engaging families and establishing a case management relationship
- Service needs of specific populations (substance abuse, mental health, HIV/AIDS, domestic violence victims and perpetrators, homeless, developmental disabilities, older adults, etc) and appropriate interventions with each population
- Safety in the office and in the field

3.6 Most staff training is provided in house or through on-line e-learning programs available to all staff. This cost is not included in program budgets. Catholic Charities has budgeted \$329 per employee this fiscal year for additional outside training. Training attended by the shelter case manager for this fiscal year includes: Attendance at the Arizona Coalition to End Homelessness Annual Conference; City of Phoenix training-Capacity Building: Resources for a Changing Financial Climate Workshop; Suicide Alertness; and Arizona Saves Volunteer Training. Average training cost for all 480 Catholic Charities employees for FY 2011 is \$203 per person.

4.0 FACILITY:

- 4.1 Each family has private access to a two-bedroom furnished apartment that contains a full kitchen separate from the sleeping area. The kitchen includes a dining table. Each family is responsible for its own meal preparation.
- 4.2 The facility is in a residential zone. Each apartment is inspected monthly by Catholic Charities Staff.
- 4.3 Monthly inspections are completed by the housing case manager. Maintenance staff also completes monthly inspections which include checking AC/Heater systems and smoke detectors. Catholic Charities has multiple contractors available to perform any necessary maintenance needs.
- 4.4 Catholic Charities Emergency Shelter provides for a fire safety plan in each location that includes an exit plan for clients and staff, quarterly fire drills, and posted emergency exit plans throughout the facilities. Fire extinguishers are provided in multiple locations within the facility and are maintained on a yearly basis. See Fire Policy Plan attached hereto.
- 4.5 Each unit is supplied with an all purpose first aid kit that residents of the unit are able to access as needed.
- 4.6 Each unit has a telephone with local service. Catholic Charities posts community resources including emergency phone numbers alongside the emergency exit escape route in the kitchen near the telephone. Emergency telephone numbers consist of the local police department, fire department, Sheriff's office, poison control, domestic violence hotline, local hospitals and clinics, child protective services, and housing staff's cell phone number used for emergencies.

5.0 OPERATIONS:

- 5.1 Families who live in the shelter have access to the property 24 hours a day seven days a week. Catholic Charities does not have staff onsite 24 hours; however, all clients are given the housing case manager's cell phone number for emergencies.
- 5.2 If housing is not available or the applicant is not eligible for services, they are referred to other community and agency resources. All applicants seeking housing are given the CONTACS shelter hotline and referred to other housing programs that better fit their needs.
- 5.3 Staff are first aid CPR certified as mandated.
- 5.4 Staff are required to contact CPS and make a report when abuse, neglect or exploitation are suspected. Staff shall notify a supervisor, complete an incident report, and promptly record documentation in the case record.
- 5.5 A daily log shall be kept and submitted monthly. The daily log consists of the number of people residing in the shelter. All other information is included in the case record of each family.
- 5.6 During the move in process, each family receives written program information including their rights, responsibilities, and the grievance procedure.
- 5.7 Staff is expected to document any contact that has been made with clients within 24 hours. The agency has adopted the DIAP process for documenting notes. Each file also has a service contact log that tracks how much time has been spent with each family.

6.0 ASSESSMENT:

- 6.1 Initial assessments are completed during the intake application. During this interview, the housing staff helps identify clients' needs. When families are placed into the emergency shelter program, the first home visit is scheduled within five business days. The initial service plan is created during the first home visit and reviewed at every visit thereafter.
- 6.2 The application collects information such as demographics, income, support systems, monthly bills, debt, drug and/or alcohol issues, legal information, children's information, and family's mental and physical health. The application gives families the opportunity to request additional services and an opportunity to identify their goals if placed in program. There is also a needs analysis that is completed by the housing staff and used to determine families' need for emergency shelter.

7.0 CASE PLAN:

- 7.1 Within 24 business hours of admission to the program all service participants receive a strengths-based, culturally responsive intake assessment, including an initial assessment and social history. Information gathered is limited to that needed to comprehensively provide services and assist the family in meeting its goals. Any concerns noted during the intake assessment process are reviewed and addressed in the service plan. Service recipients are given written information about client rights and responsibilities, client grievance policy, non-discrimination policy, limits to confidentiality and community resources at the first in-person visit with staff. They also sign consent for service form that indicates they received this information. The Arizona Self Sufficiency Matrix is used to assess initial and exit social functioning. Each family is evaluated individually taking into consideration their racial, ethnic, family of origin, culture, educational and socioeconomic class background and using this information to tailor services for the family. A written service plan is developed based on the input from the assessment and with resident participation within 7 days of entry to the program.
- 7.2 The Housing program staff or intern works with each family to help them understand the service options, benefits, and consequences of different service plans and case goals. The service plan identifies goals, outcomes, activities, and timeframes for completion that are agreed upon and signed by the housing program staff and the resident. When necessary and/or appropriate residents are referred to other programs or resources both within and outside the agency to build, enhance, or expand their existing community support network. The housing program staff works actively with the resident to identify, expand, and enhance their formal and informal community based support networks. Rights and responsibilities of both residents and staff are presented in writing to families in the program, clearly delineating goals, steps needed to achieve the goals, time frame for accomplishment, and desired outcomes. Service goals, strategies for achieving these goals, and outcomes are goal directed, strength based, and time limited and specify who is responsible for follow through. Clients meet weekly with their case manager after the initial plan is created. Service plans are signed, shared with residents, and reviewed at least monthly in emergency shelter. Case records are reviewed at least quarterly by the program supervisor.
 - 7.2.1 Catholic Charities provide shelter, crisis intervention and community information and referral services, an initial set of personal hygiene and household cleaning supplies, a mailing address, and referrals for food, medical, and clothing assistance. Services are tailored to meet the changing needs of the families in the program.
 - 7.2.2 Participation in services, beyond provision of shelter, is voluntary. Residents must participate in activities designated on their case service plan as a condition of continued stay in shelter, however. Staff is available via cell phone 24 hours a day to respond to emergencies.

8.0 COUNSELING:

- 8.1 Counseling services are available by referral to the Catholic Charities Counseling Program at low cost, based on income. Specialties include but are not limited to Family, Intervention & Guidance, School Adjustment, and Pregnancy Counseling. Case plans are determined by the Counselor providing services and are based on client needs.
- 8.2 Counseling staff are required to have a Master's Degree in Counseling.

9.0 FOOD SERVICE:

- 9.1 Because Catholic Charities provides leased apartments with individual full kitchens for emergency shelter clients, no license for food service is required.
- 9.2 Clients provide their own food although, when necessary, referrals are made to food banks and assistance is provided in applying for SNAPs. In emergency situations, Catholic Charities provides food until other resources are accessed.

10.0 SERVICE EVALUATION:

- 10.1 Performance measures that quantifiably measure performance and results of services.
 - 10.1.1 75% of families entering emergency shelter shall leave shelter in 90 days to stable housing that may include transitional housing, independent permanent housing or subsidized permanent housing
 - 10.1.2 75% of families completing shelter program shall have completed at least 5 individualized life skills classes
 - 10.1.3 75% of families completing shelter program shall have improved their scores on the AZ Self Sufficiency Matrix
 - 10.1.4. 75% of families completing shelter program shall demonstrate increased knowledge of budgeting and money management
- 10.2 Catholic Charities uses the Arizona Self-Sufficiency Matrix as required by DES to track client outcomes along 18 different domains. Staff provides for a variety of life skills trainings that include Arizona Saves training. Trainings completed are documented in the case record. Case closure information is recorded in the case record that includes the family's destination upon exit.

Client satisfaction surveys are provided to all clients once a year as part of the agency Quality Improvement program.

Staff are surveyed approximately once a year by the Human Resources department that includes questions relating to:

 - effective communication
 - recognition
 - pay and benefits
 - workload
 - confidence in the organization
- 10.3 Establish standards for quality of services:
 - 10.3.1 Shelter staff performs intake with client within 12 hours of client's entry to the program.
 - 10.3.2 Shelter case manager is in contact with client within 24 hours of intake.
 - 10.3.3 Case manger is available during evening hours for working clients.
 - 10.3.4 Develop and implement a service evaluation tool to measure the effectiveness of the delivery of services (client satisfaction survey).
 - 10.3.5 List the documents that shall be used to track evaluation of services.

- 10.4 As evidenced in the Program Manual attached hereto, Catholic Charities case management staff meets with and performs an intake assessment with clients upon entry to the emergency shelter. Within the first 24 hours of entry to the program an initial assessment and social history is conducted by the case manager and any crisis issues and or necessary referrals are given. Clients then meet with the case manager to establish a case plan within the first seven (7) days of entry into the program. Case Managers are available to meet the needs of the clients during regular office hours and after hours by appointment. Case managers are also available for emergencies 24 hours per day on an on-call basis. Client Satisfaction Surveys are conducted once per year in a designated quarter, however, all housing clients complete the survey upon exit from the program. The surveys are used to track the evaluation of our program from the client standpoint. Additional evaluation measures are conducted through the Catholic Charities Quality Improvement program and involve outputs and outcomes that are measured quarterly.

11.0 LEAD BASED PAINT:

The apartments utilized as emergency shelter in El Mirage were built in 1986.

12.0 CLIENT SUPPORT SERVICE DELIVERY:

- 12.1 Housing staff makes every effort to help families become self sufficient by offering life skills classes, offering needed resources, and providing ongoing support to achieve desired goals. Housing staff provides information and referral to transitional housing programs offered in Maricopa County. If necessary, housing staff write verification or recommendation letters, with client's permission, to different housing programs to help them obtain transitional housing. If the family is ready and able to move into a rental home or apartment, staff provides resources to connect them to low income housing in the community and helps place them with agencies that can help them find housing at no cost.
- 12.2 The housing staff is provided with a community information and referral directory and is able to research resources based on clients' needs. Housing staff provides clients with information about community events free clinics, financial education classes, and back to school supply drives.
- 12.3 Catholic Charities housing staff provides referrals to Maricopa Workforce Connections to help clients gain employment. Staff assists clients in creating emails and profiles on various employment websites. Staff provides life skills training on obtaining and maintaining employment. Housing staff offers transportation when needed. Clients are also referred to AHCCCS to obtain transportation for medical appointments. Housing staff helps clients to obtain childcare in various ways. Housing staff provides resources to low cost childcare and occasionally helps clients obtain childcare through the Department of Economic Security.
- 12.4 Substance abuse issues are referred to Magellan to obtain services for rehabilitation. They are also given resources to local AA/NA classes in the community. Families who participate in Catholic Charities emergency shelter program are aware that we reserve the right to randomly administer drug tests to insure they are in compliance with the rule of remaining drug free.
- 12.5 Housing staff helps clients by printing the application for public benefits and helping them complete the paperwork. They are also provided with the contact information and address to the local DES office. Clients are provided transportation to the DES office to submit paperwork and attend appointments. Housing staff assist clients obtain public benefits by completing the application online.

EXHIBIT C

EMERGENCY SHELTER SERVICES

FACILITY LOCATION CHART

Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE
13205 A Street Apt C-1 El Mirage, Az	Emergency Shelter		365 days/year 24/7	West Valley Area of Maricopa County
13205 A. Street Apt C-2 El Mirage, Az				
13205 A Street Apt C-3 El Mirage, Az				
13205 A. Street Apt C-4 El Mirage, Az				
Administrative Office				
Catholic Charities 7400 W. Olive Peoria, AZ 85335	Housing Programs Admin Office, Case Management		Mon-Fri 8-5 After Hours by Appt and emergency on-call service	West Valley Area of Maricopa County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- | | | | | |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Veteran's Day |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input checked="" type="checkbox"/> Good Friday | <input checked="" type="checkbox"/> Labor Day | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Christmas Day |
- OTHER HOLIDAYS:
- | | | | | |
|--|---|---|---|---|
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday – | <input type="checkbox"/> Day Before Christmas | <input type="checkbox"/> _____
(specify) | <input type="checkbox"/> _____
(specify) |
|--|---|---|---|---|

CATHOLIC CHARITIES COMMUNITY SERVICES, 4747 N. 7TH AVE., PHOENIX, AZ 85013-2401

PRICING SHEET: NIGP CODE 9525502

Terms:	NET 30
Vendor Number:	W000007014 X
Telephone Number:	602-285-1999
Fax Number:	602-285-9470
Contact Person:	Patti Rosset
E-mail Address:	prosset@cc-az.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2011.